EXHIBIT 6

State Farm Insurance Companies®



Greeley Operations Center P. O. Box 339409 Greeley, CO 80633-9409

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January 27, 2006

Edvin Remund 1365 Harvard Avenue Salt Lake City, Utah 84105



RE:

Claim Number:

44-U337-491

Date of Loss:

June 1, 2005

Dear Mr. Remund:

Thank you for taking the time to review your claim with me on January 26th. If I understand you correctly, it is your assertion that the area in question is not a retaining wall but is, instead, a flood channel. As we discussed, the purpose of a flood channel is to divert water to a desired path. It seems to me that this channel would be made out of land – i.e. by digging a ditch or otherwise rearranging the land. If the sides of the channel have been reinforced with stone, block or rock to keep the channel on course, that would be necessitated by the possibility that earth could either fall into the channel or be washed away and thus change the course of the water. While this may not be the engineers definition of a retaining wall, it appears to me that this is the common definition of a retaining wall because it was built to hold earth away from the channel and to keep it open and on course. I understand that you disagree with that analysis.

I respectfully direct your attention to the portion of your flood policy where it defines what property is covered by your Flood Policy 44-RB-0578-8. Beginning on page 3 it states:

III. PROPERTY COVERED:

We insure against direct physical loss by or from flood to:

- 1. The dwelling at the described location, or for a period of 45 days at another location as set forth in III.C.2.b. Property Removed to Safety.
- 2. Additions and extensions attached to and in contact with the dwelling by means of a rigid exterior wall, a solid load-bearing interior wall, a stairway, an elevated walkway, or a roof. At your option, additions and extensions connected by any of these methods may be separately insured. Additions and extensions attached to and in contact with the building by means of a common interior wall that is not a solid load-bearing wall are always considered part of the dwelling and cannot be separately insured.



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- 3. A detached garage at the described location. Coverage is limited to no more than 10 percent of the limit of liability on the dwelling. Use of this insurance is at your option but reduces the building limit of liability. We do not cover any detached garage used or held for use for residential (i.e. dwelling), business, or farming purposes.
- 4. Materials and supplies to be used for construction, alteration, or repair of the dwelling or a detached garage while the materials and supplies are stored in a fully enclosed building at the described location or on an adjacent property.
- 5. A building under construction, alteration, or repair at the described location.
- a. If the structure is not yet walled or roofed as described in the definition for building (see II,B.6.a.) then coverage applies:
 - (1) Only while such work is in progress; or
 - (2) If such work is halted, only for a period of up to 90 continuous days thereafter.
- 6. A manufactured home or a travel trailer as described in the Definitions section (see II.B.6.b. and II.B.6.c.).
- 7. The following items of property which are covered under Coverage A only:
 - a. Awnings and canopies;
 - b. Blinds;
 - c. Built-in dishwashers;
 - d. Built-in microwave ovens;
 - e. Carpet permanently installed over unfinished flooring;
 - f. Central air conditioners;
 - g. Elevator equipment;
 - h. Fire sprinkler systems;
 - i. Walk-in freezers;
 - j. Furnaces and radiators;
 - k. Garbage disposal units;
 - I. Hot water heaters, including solar water heaters;
 - m. Light fixtures;
 - n. Outdoor antennas and aerials fastened to buildings;
 - o. Permanently installed cupboards, bookcases, cabinets, paneling, and wallpaper;
 - p. Plumbing fixtures;
 - q. Pumps and machinery for operating pumps;
 - r. Ranges, cooking stoves, and ovens;
 - s. Refrigerators; and
 - t. Wall mirrors, permanently installed.

Item 8 of this section refers to items of property in a building enclosure below the lowest elevated floor of an elevated post-FIRM building located in certain zones. Your building is an

elevated pre-FIRM building located in Zone C. Therefore Item 8 does not provide coverage for your building other than that outlined in Items 1-7 above.

I also direct your attention to the part of your policy beginning on page 8 where it discusses property that is specifically not covered:

IV. PROPERTY NOT COVERED:

We do not cover any of the following property:

- 6. Land, land values, lawns, trees, shrubs, plants, growing crops or animals;
- 12. Fences, retaining walls, seawalls, bulkheads, wharves, piers, bridges, and docks;

Again, "land" would includes the stream bed, or "flood channel," and dirt that washed out after the wall gave way; and I believe that "retaining walls" includes the walls along the edges of the stream and which you refer to as "channel walls."

Because the above policy language excludes land and retaining walls; and flood channels are not included in the list of property that is covered, I regret that we are unable to make a payment for that portion of your claim. This does not mean that the property does not need to be repaired. We acknowledge that those repairs will need to be made in conjunction with damage for which we are able to provide coverage in order for the repairs to be effective.

If you obtain any information which you believe may affect this decision, we ask that you forward it for our review. Please call us at the number below with any questions or concerns you may have.

Sincerely.

Betty Reed Phone #: 1 (800) 811-2356 STATE FARM FIRE AND CASUALTY COMPANY

cc: Vicki Tuua 44-1563